

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT made this 12th day of August, 2010 by and between Vermont Marble Power Division of Omya Inc., with an address at 9987 Carver Road, Suite 300, Cincinnati, OH 45242 ("VMPD" or "Vermont Marble") and Central Vermont Public Service Corporation, with an address at 77 Grove Street, Rutland, VT 05701 ("CVPS").

WHEREAS, VMPD and CVPS have entered into a Purchase and Sale Agreement, dated as of April 30, 2010 (the "PSA"), by which VMPD has agreed to sell and CVPS has agreed to acquire certain assets of VMPD following the Closing (as defined in the PSA) after which VMPD no longer would conduct public service business in Vermont;

WHEREAS, VMPD and CVPS each are signatories to a certain Power Purchase and Sale Agreement ("PPA") made as of the 12th day of August 2010 among H.Q. Energy Services (U.S.) Inc. ("HQUS" or "Seller") and various other parties, under which PPA each of CVPS and VMPD is a "Buyer" as defined in and subject to the rights, duties, and benefits under the PPA;

WHEREAS, as provided in section 3.2(c) of the PPA, subject to Seller's right to require changes in CVPS's credit and collateral requirement under the CVPS Collateral Agreement (as defined in the PPA) to reflect the re-allocation of additional Energy Quantity (as defined in the PPA) to CVPS, Vermont Marble shall have the right to assign its allocation to CVPS in the event that the Vermont Public Service Board approves the sale of Vermont Marble assets to CVPS and the assignment occurs on or before May 1, 2012;

WHEREAS, while the PPA acknowledges VMPD's right to assign to CVPS the Energy Quantity allocated to VMPD, the PPA is silent as to the means by and terms upon which such assignment may be accomplished;

WHEREAS, Seller's parent company, Hydro-Quebec (the "Guarantor"), has executed a certain Guaranty Agreement in favor of the parties named as Buyers under the PPA (the "Guaranty Agreement") dated the 12th day of August, 2010, with respect to performance by HQUS under the PPA;

WHEREAS, VMPD and CVPS each are signatories to a certain Allocation Agreement among the Buyers under the PPA (the "Allocation Agreement") dated the 12th day of August, 2010 that allocates the Guarantor's liability under the Guaranty Agreement among the Buyers, including VMPD and CVPS;

WHEREAS, VMPD desires to assign to CVPS its allocation of the Guarantor's liability under the Guaranty Agreement, as contemplated by the Allocation Agreement;

WHEREAS, VMPD and CVPS desire to document the terms and conditions of such assignments and their agreement in the circumstances;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows:

1. Assignment and Assumption: In the event the Public Service Board ("PSB") approves the sale of assets as provided in the PSA, and the Closing occurs before May 1, 2012,
 - 1.1. VMPD shall do and perform all deeds and things necessary under the PPA to assign its rights and obligations under the PPA and Guaranty Agreement, including but not limited to assigning VMPD's Energy Quantity under the PPA.
 - 1.2. CVPS shall do and perform all deeds and things necessary to accept and receive such assignment of the PPA and Guaranty Agreement, including but not limited to satisfying Seller's

requirement to change CVPS's credit and collateral requirement (provided, however, that such credit and collateral change required by HQUS shall be acceptable to CVPS). CVPS agrees to and shall be at risk and shall defend, indemnify, and save VMPD harmless from any and all claims, obligations, duties, and undertakings that may arise under or as a result of the PPA, including all payments due or to become due for VMPD's Energy Quantity and all costs of and risks to CVPS of the need to satisfy Seller's requirements regarding CVPS's credit and collateral requirement including any inability or failure to satisfy such requirements;

- 1.3. at the Closing, VMPD and CVPS each shall sign and deliver an Assignment and Assumption substantially in the form annexed hereto as Exhibit 1.2 whereupon CVPS shall assume the position held by VMPD under the PPA and Guaranty Agreement, and shall be responsible to perform all duties and obligations under the PPA and to make all payments that would have been the obligation of VMPD under the PPA absent such assignment.
2. No Assignment: In the event the PSB does not approve the sale of assets as provided in the PSA or, even if the PSB has approved the sale of Assets but VMPD or CVPS, acting in strict accordance with their respective rights under the PSA, shall determine not to proceed with the Closing, VMPD shall not be required to assign the PPA or Guaranty Agreement or to execute and deliver the Assignment and Assumption, CVPS shall have no right to assume the PPA or Guaranty Agreement, and VMPD shall continue to be a Buyer under the PPA and Guaranty Agreement with all rights, privileges, and duties originally undertaken by VMPD in executing the PPA and subject to the satisfaction of all contingencies therein.
3. No Modification: Except as set forth herein, and as the terms hereof govern the rights, duties and obligations of each of CVPS and VMPD to the other, this Assignment and Assumption Agreement shall not cause or be claimed to cause any modification, amendment, enlargement, or diminution of the terms and conditions of the PPA.

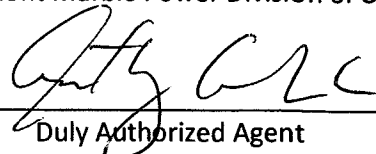
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have set their hands and seals the day and date first above set forth.


Witness:

Elizabeth Andres

Vermont Marble Power Division of Omya Inc.

By: 
Duly Authorized Agent

By: 
Duly Authorized Agent



Central Vermont Public Service Corporation

By: 
Duly Authorized Agent

Exhibit 1.2

ASSIGNMENT AND ASSUMPTION

For good and valuable consideration, and pursuant to the terms and conditions of that certain Assignment and Assumption Agreement dated as of August 12, 2010, Vermont Marble Power Division of Omya Inc. ("VMPD") hereby sells, transfers, conveys, assigns, and sets over to Central Vermont Public Service Corporation ("CVPS") all of VMPD's rights, benefits, duties, obligations, and undertakings of and as a Buyer under that certain Power Purchase and Sale Agreement dated as of August 12, 2010 ("PPA") made and entered with H.Q. Energy Services (U.S.) Inc. including, without limiting the generality of the foregoing, VMPD's Energy Quantity as defined and determined in said PPA and CVPS hereby freely accepts, assumes, and undertakes VMPD's respective rights and benefits and agrees to do and perform and pay all of VMPD's duties, obligations, and undertakings under said PPA and to defend, indemnify, and save VMPD harmless from any and all costs, expenses, risks, losses, liabilities, and claims relating thereto or arising therefrom.

Also, for good and valuable consideration, and pursuant to the terms and conditions of said Assignment and Assumption Agreement, VMPD hereby sells, transfers, conveys, assigns, and sets over to CVPS all of VMPD's rights, benefits, duties, obligations, and undertakings of and as a beneficiary under that certain Guaranty Agreement dated as of August 12, 2010 made by Hydro-Quebec in favor of VMPD and the other beneficiaries named therein, (including VMPD's allocation of the liability of Hydro-Quebec pursuant to the Allocation Agreement dated as of August 12, 2010 among the Buyers under the PPA), and CVPS hereby freely accepts, assumes, and undertakes VMPD's respective rights and benefits and agrees to do and perform and pay all of VMPD's duties, obligations, and undertakings under said Guaranty Agreement and to defend, indemnify, and save VMPD harmless from any and all costs, expenses, risks, losses, liabilities, and claims relating thereto or arising therefrom.

Dated this ____ day of _____, 20__.

Witness:

Vermont Marble Power Division of Omya Inc.

By: _____
Duly Authorized Agent

By: _____
Duly Authorized Agent

Central Vermont Public Service Corporation

By: _____
Duly Authorized Agent

3822225.2